

TOWN OF DAVIE
TOWN COUNCIL AGENDA REPORT

TO: Mayor and Councilmembers

FROM/PHONE: Giovanni Moss, Acting Director, Housing and Community
Development 954-797-1226

PREPARED BY: Burton Spiwak, Programs Specialist

SUBJECT: Resolution

AFFECTED DISTRICT: Town Wide

ITEM REQUEST: Schedule for Council Meeting

TITLE OF AGENDA ITEM: AGREEMENT - A RESOLUTION OF THE TOWN OF DAVIE, FLORIDA, AUTHORIZING THE MAYOR TO EXECUTE A LEASE BETWEEN THE TOWN OF DAVIE AND THE HOPE OUTREACH CENTER, INC. FOR THE LEASE OF SPACE AS SPECIFIED IN THE LEASE AGREEMENT FOR THE NEIGHBORHOOD SERVICE CENTER LOCATED AT 4700 SW 64 AVENUE FOR A TERM OF ONE YEAR AT A RENTAL OF \$1.00 PER YEAR BEGINNING FROM THE DATE OF THE LEASE IS EXECUTED AND SHALL AUTOMATICALLY RENEW AND CONTINUE FOR CONSECUTIVE ONE YEAR PERIODS UNLESS TERMINATED BY WRITTEN NOTICE OF EITHER PARTY.

REPORT IN BRIEF: Hope Outreach Center, Inc. is a faith-based organization which provides information and referrals, a food pantry, support groups and counseling, youth enrichment programs, elderly visitation and companionship, tutoring/mentoring for children and families and general social services. In addition Hope Outreach operates an Emergency Assistance/Homeless Prevention Program which includes the provision of emergency financial assistance on a Town-wide basis to eligible lower income Davie residents to prevent homelessness and/or address emergency situations, such as the need for food, shelter, transportation and health care on a case by case basis.

So that the Town can support such needed activities, we provide space for their office and food pantry in the Town's Neighborhood Service Center located at 4700 SW 64th Avenue, Davie, 33314 for a nominal fee of one dollar (\$1.00) per year rental.

This arrangement fills a need in the community that results in great benefit to the residents of Davie which provided them with many services at a easily accessible location.

PREVIOUS ACTIONS:

CONCURRENCES:

FISCAL IMPACT: not applicable

Has request been budgeted? n/a

RECOMMENDATION(S): Motion to approve resolution and authorize the Mayor to execute the Lease Agreement between the Town and Hope Outreach Center, Inc. for a period of one (1) year commencing from the date of the Lease Agreement at a yearly rental of one dollar (1.00) per year payable to the Town on the yearly anniversary of the lease of this Lease Agreement and it is agreed that the Lease shall automatically renew and continue for consecutive one year periods unless terminated by a written notice of either party.

Attachment(s): Resolution, Lease Agreement between the Town of Davie and Hope outreach center, Inc.

RESOLUTION _____

A RESOLUTION OF THE TOWN OF DAVIE, FLORIDA, AUTHORIZING THE MAYOR TO EXECUTE A LEASE BETWEEN THE TOWN OF DAVIE AND THE HOPE OUTREACH CENTER, INC. FOR THE LEASE OF SPACE AS SPECIFIED IN THE LEASE AGREEMENT FOR THE NEIGHBORHOOD SERVICE CENTER LOCATED AT 4700 SW 64 AVENUE FOR A TERM OF ONE YEAR AT A RENTAL OF \$1.00 PER YEAR BEGINNING FROM THE DATE OF THE LEASE IS EXECUTED AND SHALL AUTOMATICALLY RENEW AND CONTINUE FOR CONSECUTIVE ONE YEAR PERIODS UNLESS TERMINATED BY WRITTEN NOTICE OF EITHER PARTY.

WHEREAS, the Tenant is a faith-based organization which provides information and referrals, food pantry, support groups and counseling, youth enrichment programs, elderly visitation and companionship, tutoring/mentoring for children and families and general social services; and

WHEREAS, the Tenant will in addition, in addition, operate an “Emergency Assistance/Homeless Prevention Program” which includes the provision for emergency financial assistance on a Town-wide basis to eligible Davie residents, to prevent homelessness and/or address emergency situations such as the need for food, shelter, transportation, health care, on a case by case basis; and

WHEREAS, the Town of Davie owns the property located at, Davie, Florida, 4700 SW 64 Avenue, Davie, Florida 33314; and

WHEREAS, the Town of Davie desires to have an “Emergency Assistance” program to provide eligible Davie residents opportunities to enhance their lives and support self-sufficiency; and

WHEREAS, the there is currently space available for such activities as specified in the Lease Agreement, in the Town's Neighborhood Service Center located at 4700 SW 64th Avenue, Davie, Florida, 33314; and

WHEREAS, the Town of Davie is agreeable to providing space at the location as specified in the Lease Agreement in the Town's Neighborhood Service Center, 4700 SW 64th Avenue, Davie, Florida, 33314 for a nominal rental of one dollar (\$1.00) per year; and

WHEREAS, the Town of Davie believes that such an arrangement will be beneficial to all parties and will fill a need in the community and will result in great benefit to the residents of the Town of Davie; and

NOW, THEREFORE, BE IT RESOLVED BY THE TOWN COUNCIL OF THE TOWN OF DAVIE, FLORIDA:

SECTION 1. The Mayor or his designee is hereby authorized to execute the Lease Agreement between the Town of Davie and Hope Outreach Center, Inc. which shall be in effect for a period of one (1) year from the date of the Lease Agreement and which shall automatically renew and continue for consecutive one year periods unless terminated by a written notice of termination by either party .

SECTION 2. This Resolution shall take effect immediately upon its passage and adoption.

PASSED AND ADOPTED THIS _____ DAY OF _____, 2009

MAYOR/COUNCILMEMBER

ATTEST:

TOWN CLERK

APPROVED THIS ____ DAY OF _____, 2009

LEASE AGREEMENT

This AGREEMENT, made and entered into by and between HOPE OUTREACH CENTER, INC. a not-for-profit body corporate existing under the laws of Florida, hereinafter referred to as "Tenant" and the TOWN OF DAVIE, a political subdivision of the State of Florida, hereinafter referred to as "TOWN".

W I T N E S S E T H

WHEREAS, Tenant is a faith-based organization which provides information & referrals, food pantry, support groups & counseling, youth enrichment programs, elderly visitation and companionship, tutoring/mentoring for children & families, and general social services; and

WHEREAS, Tenant will, in addition, operate an "Emergency Assistance/Homeless Prevention Program" which includes the provision of emergency financial assistance on a Town-wide basis to eligible lower-income Davie residents, to prevent homelessness and/or address emergency situations such as the need for food, shelter, transportation, health care, on a case-by-case basis; and

WHEREAS, Town desires to have an "Emergency Assistance" program to provide eligible Davie residents opportunities to enhance their lives and support self-sufficiency; and

WHEREAS, there is space currently available for such activities in the Town's Neighborhood Service Center (One Stop Shop) located at Suites "B" and "C", 4700 SW 64th Avenue, Davie, Florida 33314; and

WHEREAS, space shall become available for such activities in the Town's Neighborhood Service Center (One Stop Shop) located at Suite "A", 4700 SW 64th Avenue, Davie, Florida by May 1, 2009; and

WHEREAS, Tenant shall relocate from Suites "B" & "C" to Suite "A", 4700 SW 64th Avenue, Davie, Florida 33314 on May 1, 2009; and

WHEREAS, Town is agreeable to providing space at the Town's Neighborhood Service Center (One Stop Shop), 4700 SW 64th Avenue, Davie, Florida, 33314 for a nominal yearly rental; and

WHEREAS, Town and Tenant believe that such an arrangement will be beneficial to all parties and will fill a need in the community and that cooperation between the parties will result in great benefit to the residents of the Town of Davie;

NOW, THEREFORE, for and in consideration of the premises and the benefits flowing to each party, the parties hereto do mutually agree as follows:

1. The Town does hereby lease to the HOPE OUTREACH CENTER. INC. those Suites within the facility known as the Neighborhood Service Center located at 4700 SW 64th Avenue, Davie, Florida 33314.
2. The term for which the Town leases said premises is one (1) year from the date of this lease, at a yearly rental of one dollar (1.00) per year payable to the Town on the yearly anniversary of the lease of this Lease Agreement. It is specifically understood and agreed that the Lease shall automatically renew and continue for consecutive one year periods unless terminated by a written notice of termination in accordance with requirements of paragraph 5 hereinafter set forth. Further, by mutual agreement of the parties hereto, the term of this lease may be shortened or extended, subject to the provisions of paragraph 5 hereinafter set forth.
3. The uses to which the Tenant shall put said facility shall be for the purpose of providing information & referrals, food pantry, support groups & counseling, youth enrichment programs, elderly visitation and companionship, tutoring/mentoring for children & families, and general social services. In addition, the tenant will operate an "Emergency Assistance/Homeless Prevention Program" which includes the provision of emergency financial assistance on a Town-wide basis to eligible lower-income Davie residents, to prevent homelessness and/or address emergency situations such as the need for food, shelter, transportation, health care, on a case-by-case basis. No advertising or the renting of the space shall be permitted unless specifically approved by the Town. The Tenant shall be required to maintain and clean the facility during their hours of operation.
4. The use of the premises shall at all times be in full compliance with all applicable laws of the Town, State, County and United States. Any facilities placed on the premises without the prior written approval and consent of the Town shall immediately be removed or relocated within ten days of written demand by the Town.
5. The Town and Tenant mutually agree to provide 90 days written notice of cancellation or termination of this lease to the other party. Such notice shall be sent certified mail, return receipt requested to the Town at 4700 SW 64 Avenue, Suite D, Davie, Florida, 33314 and to the Tenant at 4700 SW 64th Avenue, Suite location at time of "Notice" Davie, Florida 33314.
6. It shall be the responsibility of Hope Outreach Center, Inc. to maintain the interior of the Suite it occupies. The Town will maintain the exterior of the building and lawn maintenance. In addition, Hope Outreach Center, Inc. agrees to provide all utilities including electric, water, garbage, telephone and internet.

7. The entire area shall be under the control and jurisdiction of the Town.
8. Town retains the right to enter the Subject Property at any reasonable time to examine same, to do anything Tenant may be required to do hereunder, or pursuant to any and all other agreements, understandings or obligations Town may have, or which Town may deem necessary and appropriate for the good of the Subject Property.
9. Neither Tenant nor Town shall cause any liens, including contractor's liens, to be imposed upon the Subject Premises. If any liens are placed against the Subject Premises, either Town or Tenant, whichever is responsible, or both if both are so responsible, shall have said liens removed in ten (10) days from their creation. In the event that the lien or liens are not removed within said ten (10) day period, either Tenant or Town may, at its respective sole and exclusive option, deem that this Lease Agreement has been terminated, and giving written notice of its intent to so terminate this Lease Agreement to the other party hereto.
10. The Town shall relieve the Tenant of any liability arising from the Town's ownership of the premises and any negligence of the Town or its Employees or Agents, including any latent defects or conditions in the leased property and Tenant agrees to relieve the Town from any and all liability whatsoever arising out of any injuries or accidents that may or might occur as a result of the negligence of the Tenant in failing to supply proper supervision of the areas herein leased while so used by the Tenant, and the Tenant further agrees to have issued a liability insurance policy naming the Town as an additional insured with coverage at no less than \$1,000,000 per person together with property damage coverage.
11. This Lease Agreement shall not be assigned by Tenant. Any attempt by Tenant to assign or sublet any interest in the Subject Premises, shall result in the automatic termination of this Lease Agreement.
12. This Lease Agreement shall not be recorded among the Public Records of Broward County, Florida. In the event that it is recorded among the Public Records of Broward County by the Tenant or any of its agents, then the Lease Agreement shall be deemed terminated.
13. In the event that litigation arises out of or under the terms of this Lease Agreement, the prevailing party shall be entitled to collect from the non prevailing party all costs incurred and reasonable attorneys' fees, whether same are incurred before trial, at trial or on appeal.

- IN WITNESS WHEREOF, the parties hereto have caused this instrument to be signed in their respective names by the proper officials and their corporate seals this day of , 2009

In the presence of:

[illegible]

Notary Public, State of Florida
Commission No.

My Commission expires:

TOWN OF DAVIE

Attest

By: _____
Mayor or Designee

STATE OF FLORIDA)
) SS.
COUNTY OF BROWARD)

The foregoing instrument was acknowledged before me this
day of _____, 2009 by _____ as _____ of the
Town of Davie. He or she is personally known to me or has produced
as identification and who did take an oath.

Notary Public, State of Florida
Commission No. _____

My Commission expires: